

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION**

In re:	§	Case No. 05-21207
	§	
ASARCO LLC, <i>et al.</i> ,	§	Chapter 11
	§	
Debtors.	§	(Jointly Administered)
	§	
	§	
THE UNOFFICIAL COMMITTEE OF	§	
UNSECURED CREDITORS, in its	§	
official capacity as representative of the	§	Adversary Proceeding No. 05-02048
Subsidiary Debtors' (i) estate and	§	
(ii) creditors and claimants and	§	
ROBERT C. PATE, FUTURE CLAIMS	§	
REPRESENTATIVE, solely in his official	§	
capacity as representative of the	§	
Subsidiary Debtors' future	§	
creditor-claimants,	§	
	§	
Plaintiffs	§	
v.	§	
	§	
ASARCO, LLC	§	
	§	
Defendant	§	

**ASARCO, LLC'S ANSWER TO SECOND AMENDED COMPLAINT SEEKING TO
HOLD ASARCO, LLC LIABLE FOR TORT LIABILITIES OF
THE SUBSIDIARY DEBTORS**

ASARCO, LLC (“ASARCO” or the “Debtor”) is not liable for the asbestos liability of Cement Asbestos Products Company, Capco Pipe Company, Lac D’Amiante du Quebec, Ltee., LAQ Canada, Ltd., and Lake Asbestos of Quebec, Ltd. (the “Subsidiary Debtors”) under any theory and denies the allegations in the Subsidiary Committee and FCR’s Second Amended Complaint (the “Amended Complaint”) unless specifically admitted or otherwise qualified in this Answer and further answers:

I. Jurisdiction and Venue

1. ASARCO admits that Adversary Proceeding 05-2048 was an attempt by the Subsidiary Committee and FCR to disregard the corporate separateness of the Debtor and the Subsidiary Debtors. Pursuant to a settlement agreement approved by the Bankruptcy Court on March 20, 2007, the Parties are to ask the Court to stay this proceeding. ASARCO denies that it is the direct parent or sole shareholder of Lake Asbestos of Quebec, Ltd.
2. ASARCO admits the allegations in paragraph 2 of the Amended Complaint.
3. ASARCO admits the allegations in paragraph 3 of the Amended Complaint.
4. ASARCO admits the allegations in paragraph 4 of the Amended Complaint.
5. ASARCO admits the allegations in paragraph 5 of the Amended Complaint.
6. ASARCO admits the allegations in paragraph 6 of the Amended Complaint.

II. Realigned Plaintiffs and Their Standing in this Proceeding

7. ASARCO admits the allegations in paragraph 7 of the Amended Complaint.
8. ASARCO admits the allegations in paragraph 8 of the Amended Complaint.
9. ASARCO admits the allegations in paragraph 9 of the Amended Complaint.
10. ASARCO admits the allegations in paragraph 10 of the Amended Complaint.
11. ASARCO denies that it allowed this Adversary Proceeding “to languish” for any period of time or that the delay in reaching the Stipulation realigning the parties to this proceeding was ASARCO’s fault.
12. ASARCO admits the allegations in paragraph 12 of the Amended Complaint.
13. ASARCO admits the allegations in paragraph 13 of the Amended Complaint.

14. ASARCO admits that the Court entered an Agreed Case Management Order in the main case governing the contested matter to estimate ASARCO's liability, if any, for the asbestos-related liability of the Subsidiary Debtors. The remainder of Paragraph 14 does not contain averments that must be admitted or denied.
15. Paragraph 15 of the Amended Complaint does not contain averments that must be admitted or denied.
16. ASARCO denies that the Subsidiary Committee and FCR have any right to join additional parties to this proceeding. The remainder of Paragraph 16 of the Amended Complaint does not contain averments that must be admitted or denied.
17. ASARCO admits that the Subsidiary Debtors are not operating companies and that they are direct or indirect wholly owned subsidiaries of ASARCO. ASARCO otherwise denies the allegations of paragraph 17 of the Amended Complaint.
18. ASARCO admits that CAPCO formerly manufactured cement asbestos pipe and other products. ASARCO admits that CAPCO has limited assets and is no longer an operating entity. ASARCO otherwise denies the allegations of paragraph 18 of the Amended Complaint.
19. ASARCO denies that widespread end-user claims had been asserted against LAQ and CAPCO as early as December 31, 1976. ASARCO admits that plaintiffs alleging that they suffered from asbestos-related injuries filed lawsuits in many jurisdictions in the United States and that ASARCO and the Subsidiary Debtors were among dozens of named defendants. ASARCO denies that it has any exposure for asbestos-related personal injuries and wrongful deaths relating to exposure to the Subsidiary Debtors' products. ASARCO denies that it has any liability in connection with the Subsidiary

Debtors' potential asbestos liability. ASARCO admits that the Subsidiary Debtors are not operating entities. ASARCO otherwise denies the allegations of paragraph 19 of the Amended Complaint.

20. ASARCO denies the allegations of paragraph 20 of the Amended Complaint.

21. ASARCO denies the allegations of paragraph 21 of the Amended Complaint.

22. ASARCO admits that it has, on limited occasions, guaranteed obligations of the Subsidiary Debtors. ASARCO denies that any such guarantees evidence ill-motive or otherwise justify piercing the Subsidiary Debtors' corporate veils. ASARCO otherwise denies the allegations of paragraph 22 of the Amended Complaint.

23. ASARCO admits that it has been a party to agreements and has, on limited occasions, guaranteed settlement payments in connection with the resolution of asbestos claims against the Subsidiary Debtors. ASARCO admits that there was limited overlap of officers and directors of the ASARCO and the Subsidiary Debtors. ASARCO otherwise denies the allegations of paragraph 23 of the Amended Complaint.

24. ASARCO admits allegations of paragraph 24 of the Amended Complaint.

25. ASARCO admits allegations of paragraph 25 of the Amended Complaint.

26. ASARCO admits that its publicly-filed financial statements described ASARCO's condition. ASARCO admits that Grupo Mexico S.A. de C.V. purchased ASARCO in a leveraged buy out transaction in 1999. ASARCO otherwise denies the allegations of paragraph 26 of the Amended Complaint.

27. ASARCO denies the allegations of paragraph 27 of the Amended Complaint.

28. Paragraph 28 of the Amended Complaint does not contain averments that must be admitted or denied.

29. ASARCO denies that it owned 100% of the Subsidiary Debtors' stock at all relevant times. ASARCO admits that it currently owns, directly or indirectly, 100% of the Subsidiary Debtors' stock.
30. ASARCO denies the allegations of paragraph 30 of the Amended Complaint.
31. ASARCO denies the allegations of paragraph 31 of the Amended Complaint.
32. ASARCO denies the allegations of paragraph 32 of the Amended Complaint.
33. ASARCO denies the any of the allegations of paragraph 33 of the Amended Complaint establish that it operated as a single economic entity with any Subsidiary Debtor. ASARCO admits that it has been a party to agreements and has, on limited occasions, guaranteed settlement payments in connection with the resolution of asbestos claims against the Subsidiary Debtors. ASARCO otherwise denies the allegations of paragraph 33 of the Amended Complaint.
34. ASARCO denies the allegations of paragraph 34 of the Amended Complaint.
35. ASARCO admits that one or more of the Subsidiary Debtors did, at various times, enjoy economies of scale as wholly owned direct or indirect subsidiaries of ASARCO and that administrative and/or accounting functions may have been shared. ASARCO further admits that there may have been limited overlap of officers or directors. ASARCO admits that various administrative forms may have been common among ASARCO and the Subsidiary Debtors. ASARCO otherwise denies the allegations of paragraph 35 of the Amended Complaint.
36. ASARCO admits that it had uniform Comptrollers Policy and Procedures Manuals at various times and that the Subsidiary Debtors followed the procedures and policies at

various times. ASARCO otherwise denies the allegations of paragraph 36 of the Amended Complaint.

37. ASARCO admits that there may have been limited overlap of officers or directors.

ASARCO otherwise denies the allegations of paragraph 37 of the Amended Complaint.

38. ASARCO admits that one or more of the Subsidiary Debtors did, at various times, enjoy economies of scale as wholly owned direct or indirect subsidiaries of ASARCO and that administrative, including corporate counsel, functions may have been provided to the Subsidiary Debtors. ASARCO admits that one or more of the Subsidiary Debtors may have had a common office locations with ASARCO at various times. ASARCO denies that it ever shared a principal place of business with any Subsidiary Debtor. ASARCO otherwise denies the allegations of paragraph 38 of the Amended Complaint.

39. ASARCO admits that it has, on occasion, guaranteed settlement obligations of LAQ.

ASARCO otherwise denies the allegations of paragraph 39 of the Amended Complaint.

40. ASARCO denies the allegations of paragraph 40 of the Amended Complaint.

41. ASARCO admits that it publicly stated that it owned subsidiaries that sold asbestos and asbestos-containing products. ASARCO admits that it had a central research facility that performed services for the Subsidiary Debtors and that the Subsidiary Debtors paid for such services. ASARCO otherwise denies the allegations of paragraph 41 of the Amended Complaint

42. ASARCO repeats its responses to paragraphs 1 through 41.

43. Paragraph 43 of the Amended Complaint does not contain averments that must be admitted or denied.

44. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 44 of the Amended Complaint.
45. ASARCO denies the allegations of paragraph 45 of the Amended Complaint.
46. Paragraph 46 of the Amended Complaint does not contain averments that must be admitted or denied.
47. ASARCO repeats its responses to paragraphs 1 through 41.
48. Paragraph 48 of the Amended Complaint does not contain averments that must be admitted or denied.
49. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 49 of the Amended Complaint.
50. ASARCO denies the allegations of paragraph 50 of the Amended Complaint.
51. Paragraph 51 of the Amended Complaint does not contain averments that must be admitted or denied.
52. ASARCO repeats its responses to paragraphs 1 through 41.
53. Paragraph 53 of the Amended Complaint does not contain averments that must be admitted or denied.
54. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 54 of the Amended Complaint.
55. ASARCO denies the allegations of paragraph 55 of the Amended Complaint.

56. Paragraph 56 of the Amended Complaint does not contain averments that must be admitted or denied.
57. ASARCO repeats its response to paragraphs 1 through 41.
58. Paragraph 58 of the Amended Complaint does not contain averments that must be admitted or denied.
59. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 59 of the Amended Complaint.
60. ASARCO denies the allegations of paragraph 60 of the Amended Complaint.
61. Paragraph 61 of the Amended Complaint does not contain averments that must be admitted or denied.
62. ASARCO repeats its response to paragraphs 1 through 41.
63. Paragraph 63 of the Amended Complaint does not contain averments that must be admitted or denied.
64. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 64 of the Amended Complaint.
65. ASARCO denies the allegations of paragraph 65 of the Amended Complaint.
66. Paragraph 66 of the Amended Complaint does not contain averments that must be admitted or denied.
67. ASARCO repeats its response to paragraphs 1 through 41.
68. Paragraph 68 of the Amended Complaint does not contain averments that must be admitted or denied.

69. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 69 of the Amended Complaint.
70. ASARCO denies the allegations of paragraph 70 of the Amended Complaint.
71. Paragraph 71 of the Amended Complaint does not contain averments that must be admitted or denied.
72. ASARCO repeats its response to paragraphs 1 through 41.
73. Paragraph 73 of the Amended Complaint does not contain averments that must be admitted or denied.
74. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 74 of the Amended Complaint.
75. ASARCO denies the allegations of paragraph 75 of the Amended Complaint.
76. Paragraph 76 of the Amended Complaint does not contain averments that must be admitted or denied.
77. ASARCO repeats its response to paragraphs 1 through 41.
78. Paragraph 78 of the Amended Complaint does not contain averments that must be admitted or denied.
79. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 79 of the Amended Complaint.
80. ASARCO denies the allegations of paragraph 80 of the Amended Complaint.

81. Paragraph 81 of the Amended Complaint does not contain averments that must be admitted or denied.

82. ASARCO repeats its response to paragraphs 1 through 41.

83. ASARCO denies the allegations of Paragraph 83 of the Amended Complaint.

84. ASARCO denies the allegations of Paragraph 84 of the Amended Complaint.

85. Paragraph 85 does not contain averments that must be admitted or denied.

86. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 86 of the Amended Complaint.

87. ASARCO denies the allegations of paragraph 87 of the Amended Complaint.

88. Paragraph 88 of the Amended Complaint does not contain averments that must be admitted or denied.

89. ASARCO repeats its response to paragraphs 1 through 41.

90. ASARCO denies the allegations of Paragraph 90 of the Amended Complaint.

91. ASARCO denies the allegations of Paragraph 91 of the Amended Complaint.

92. Paragraph 92 does not contain averments that must be admitted or denied.

93. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 93 of the Amended Complaint.

94. ASARCO denies the allegations of paragraph 94 of the Amended Complaint.

95. Paragraph 95 of the Amended Complaint does not contain averments that must be admitted or denied.

96. ASARCO repeats its response to paragraphs 1 through 41.

97. Paragraph 97 of the Amended Complaint does not contain averments that must be admitted or denied.

98. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 98 of the Amended Complaint.

99. ASARCO denies the allegations of paragraph 99 of the Amended Complaint.

100. Paragraph 100 of the Amended Complaint does not contain averments that must be admitted or denied.

101. ASARCO repeats its response to paragraphs 1 through 41.

102. Paragraph 102 of the Amended Complaint does not contain averments that must be admitted or denied.

103. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 103 of the Amended Complaint.

104. ASARCO denies the allegations of paragraph 104 of the Amended Complaint.

105. Paragraph 105 of the Amended Complaint does not contain averments that must be admitted or denied.

106. ASARCO repeats its response to paragraphs 1 through 41.

107. Paragraph 107 of the Amended Complaint does not contain averments that must be admitted or denied.

108. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 108 of the Amended Complaint.

109. ASARCO denies the allegations of paragraph 109 of the Amended Complaint.

110. Paragraph 110 of the Amended Complaint does not contain averments that must be admitted or denied.

111. ASARCO repeats its response to paragraphs 1 through 41.

112. Paragraph 112 of the Amended Complaint does not contain averments that must be admitted or denied.

113. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 113 of the Amended Complaint.

114. ASARCO denies the allegations of paragraph 114 of the Amended Complaint.

115. Paragraph 115 of the Amended Complaint does not contain averments that must be admitted or denied.

116. ASARCO repeats its response to paragraphs 1 through 41.

117. Paragraph 117 of the Amended Complaint does not contain averments that must be admitted or denied.

118. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 118 of the Amended Complaint.

119. ASARCO denies the allegations of paragraph 119 of the Amended Complaint.

120. Paragraph 120 of the Amended Complaint does not contain averments that must be admitted or denied.

121. ASARCO repeats its response to paragraphs 1 through 41.

122. Paragraph 122 of the Amended Complaint does not contain averments that must be admitted or denied.

123. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 123 of the Amended Complaint.

124. ASARCO denies the allegations of paragraph 124 of the Amended Complaint.

125. Paragraph 125 of the Amended Complaint does not contain averments that must be admitted or denied.

126. ASARCO repeats its response to paragraphs 1 through 41.

127. Paragraph 127 of the Amended Complaint does not contain averments that must be admitted or denied.

128. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 128 of the Amended Complaint.

129. ASARCO denies the allegations of paragraph 129 of the Amended Complaint.

130. Paragraph 130 of the Amended Complaint does not contain averments that must be admitted or denied.

131. ASARCO repeats its response to paragraphs 1 through 41.

132. Paragraph 132 of the Amended Complaint does not contain averments that must be admitted or denied.

133. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 133 of the Amended Complaint.

134. ASARCO denies the allegations of paragraph 134 of the Amended Complaint.
135. Paragraph 135 of the Amended Complaint does not contain averments that must be admitted or denied.
136. ASARCO repeats its response to paragraphs 1 through 41.
137. Paragraph 137 of the Amended Complaint does not contain averments that must be admitted or denied.
138. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 138 of the Amended Complaint.
139. ASARCO denies the allegations of paragraph 139 of the Amended Complaint.
140. Paragraph 140 of the Amended Complaint does not contain averments that must be admitted or denied.
141. ASARCO repeats its response to paragraphs 1 through 41.
142. Paragraph 142 of the Amended Complaint does not contain averments that must be admitted or denied.
143. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 143 of the Amended Complaint.
144. ASARCO denies the allegations of paragraph 144 of the Amended Complaint.
145. Paragraph 145 of the Amended Complaint does not contain averments that must be admitted or denied.
146. ASARCO repeats its response to paragraphs 1 through 41.

147. Paragraph 147 of the Amended Complaint does not contain averments that must be admitted or denied.

148. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 148 of the Amended Complaint.

149. ASARCO denies the allegations of paragraph 149 of the Amended Complaint.

150. Paragraph 150 of the Amended Complaint does not contain averments that must be admitted or denied.

151. ASARCO repeats its response to paragraphs 1 through 41.

152. Paragraph 152 of the Amended Complaint does not contain averments that must be admitted or denied.

153. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 153 of the Amended Complaint.

154. ASARCO denies the allegations of paragraph 154 of the Amended Complaint.

155. Paragraph 155 of the Amended Complaint does not contain averments that must be admitted or denied.

156. ASARCO repeats its response to paragraphs 1 through 41.

157. Paragraph 157 of the Amended Complaint does not contain averments that must be admitted or denied.

158. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 158 of the Amended Complaint.

159. ASARCO denies the allegations of paragraph 159 of the Amended Complaint.
160. Paragraph 160 of the Amended Complaint does not contain averments that must be admitted or denied.
161. ASARCO repeats its response to paragraphs 1 through 41.
162. Paragraph 162 of the Amended Complaint does not contain averments that must be admitted or denied.
163. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 163 of the Amended Complaint.
164. ASARCO denies the allegations of paragraph 164 of the Amended Complaint.
165. Paragraph 165 of the Amended Complaint does not contain averments that must be admitted or denied.
166. ASARCO repeats its response to paragraphs 1 through 41.
167. Paragraph 167 of the Amended Complaint does not contain averments that must be admitted or denied.
168. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 168 of the Amended Complaint.
169. ASARCO denies the allegations of paragraph 169 of the Amended Complaint.
170. Paragraph 170 of the Amended Complaint does not contain averments that must be admitted or denied.
171. ASARCO repeats its response to paragraphs 1 through 41.

172. Paragraph 172 of the Amended Complaint does not contain averments that must be admitted or denied.

173. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 173 of the Amended Complaint.

174. ASARCO denies the allegations of paragraph 174 of the Amended Complaint.

175. Paragraph 175 of the Amended Complaint does not contain averments that must be admitted or denied.

176. ASARCO repeats its response to paragraphs 1 through 41.

177. Paragraph 177 of the Amended Complaint does not contain averments that must be admitted or denied.

178. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 178 of the Amended Complaint.

179. ASARCO denies the allegations of paragraph 179 of the Amended Complaint.

180. Paragraph 180 of the Amended Complaint does not contain averments that must be admitted or denied.

181. ASARCO repeats its response to paragraphs 1 through 41.

182. Paragraph 182 of the Amended Complaint does not contain averments that must be admitted or denied.

183. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 183 of the Amended Complaint.

184. ASARCO denies the allegations of paragraph 184 of the Amended Complaint.

185. Paragraph 185 of the Amended Complaint does not contain averments that must be admitted or denied.

186. ASARCO repeats its response to paragraphs 1 through 41.

187. Paragraph 187 of the Amended Complaint does not contain averments that must be admitted or denied.

188. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 188 of the Amended Complaint.

189. ASARCO denies the allegations of paragraph 189 of the Amended Complaint.

190. Paragraph 190 of the Amended Complaint does not contain averments that must be admitted or denied.
191. ASARCO repeats its response to paragraphs 1 through 41.
192. Paragraph 192 of the Amended Complaint does not contain averments that must be admitted or denied.
193. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 193 of the Amended Complaint.
194. ASARCO denies the allegations of paragraph 194 of the Amended Complaint.
195. Paragraph 195 of the Amended Complaint does not contain averments that must be admitted or denied.
196. ASARCO repeats its response to paragraphs 1 through 41.
197. ASARCO denies the allegations of Paragraph 197 of the Amended Complaint.
198. Paragraph 198 of the Amended Complaint does not contain averments that must be admitted or denied.
199. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 199 of the Amended Complaint.
200. ASARCO denies the allegations of paragraph 200 of the Amended Complaint.
201. Paragraph 201 of the Amended Complaint does not contain averments that must be admitted or denied.
202. ASARCO repeats its response to paragraphs 1 through 41.
203. ASARCO denies the allegations of Paragraph 203 of the Amended Complaint.
204. Paragraph 204 of the Amended Complaint does not contain averments that must be admitted or denied.

205. ASARCO admits there is an actual and justiciable controversy regarding ASARCO's alleged liability for the Subsidiary Debtors' asbestos-related liability. ASARCO otherwise denies the allegations of paragraph 205 of the Amended Complaint.
206. ASARCO denies the allegations of paragraph 206 of the Amended Complaint.
207. Paragraph 207 of the Amended Complaint does not contain averments that must be admitted or denied.
208. ASARCO repeats its response to paragraphs 1 through 41.
209. ASARCO denies the allegations of Paragraph 209 of the Amended Complaint.
210. ASARCO denies the allegations of Paragraph 210 of the Amended Complaint.
211. ASARCO repeats its response to paragraphs 1 through 41.
212. ASARCO denies the allegations of Paragraph 212 of the Amended Complaint.
213. ASARCO denies the allegations of Paragraph 213 of the Amended Complaint.
214. In response to the prayer for relief in the Amended Complaint, ASARCO denies that the Subsidiary Committee or the FCR is entitled to any relief.

Dated: May 11, 2007

Respectfully submitted,

/s/ David M. Genender

Jack L. Kinzie
Texas State Bar No. 11492130
James R. Prince
Texas State Bar No. 00784791
David M. Genender
Texas State Bar No. 00790757
2001 Ross Avenue
Dallas, Texas 75201-2980
Telephone: 214.953.6500
Facsimile: 214.661.6503
Email: *jack.kinzie@bakerbotts.com*
jim.prince@bakerbotts.com
david.genender@bakerbotts.com

and

Tony M. Davis
Texas State Bar No. 05556320
910 Louisiana
Houston, Texas 77002
Telephone: 713.229.1547
Facsimile: 713.229.2847
Email: *tony.davis@bakerbotts.com*

COUNSEL FOR ASARCO, LLC

CERTIFICATE OF SERVICE

I hereby certify that I have served a true and correct copy of the above and foregoing document via email on this the 11th day of May 2007, to the parties below.

Paul M. Singer
Reed Smith LLP
435 Sixth Ave.
Pittsburgh, Pennsylvania 15219
**COUNSEL TO THE ASARCO
CREDITORS' COMMITTEE**

Judge Robert C. Pate
Frost Bank Plaza
802 North Carancahua, Suite 1350
Corpus Christi, Texas 78470
FUTURE CLAIMS REPRESENTATIVE

Sander L. Esserman
Jacob L. Newton

Stutzman, Bromberg, Esserman &
Plifka, A Professional Corporation
2323 Bryan Street, Suite 2200
Dallas, Texas 75201
**COUNSEL FOR THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF THE SUBSIDIARY DEBTORS**

John H. Tate, II
Oppenheimer, Blend, Harrison & Tate, Inc.
711 Navarro, Sixth Floor
San Antonio, TX 78205
COUNSEL FOR FUTURE CLAIMS REPRESENTATIVE ROBERT C. PATE

By: /s/ Eric A. Söderlund
Eric A. Söderlund